

**SBC Illinois**  
**Performance Assurance Plan: Special Access Services**  
**Description**

This Performance Assurance Plan sets forth the terms and conditions under which SBC Illinois will report performance of certain intrastate special access services to the Illinois Commerce Commission (“Commission”) and participating customers, pursuant to 83 Ill. Adm. Code Part 731. The plan also includes a description of automatic credits that apply to this plan. SBC Illinois has applied for rehearing of the Commission Order and Rule pursuant to which this plan is submitted. In submitting this plan pursuant to the schedule established by Rule, SBC Illinois is not waiving its rights to rehearing and/or judicial review.

1.0. SBC Illinois will report the following intrastate performance metrics that address ordering, provisioning and maintenance of circuits once provisioned:

- Firm Order Commitment (FOC)
- On Time Delivery (OTD), sometimes referred to as On Time Performance
- New Circuit Failure Rate (NCFR)
- Mean Time to Restore (MTTR)
- Failure Frequency (FF), sometimes referred to as Failure Rate

The “business rules” describing the calculation of each of these metrics are set forth in Appendix 1, “IL-Special Access Business Rules”. SBC Illinois will collect, analyze, and report performance data for these measures in accordance with the business rules as defined in the attachment, as approved by the Commission.

1.1 SBC Illinois will report performance results for these measures at the statewide aggregate level, with the exception of FOCs, which will be reported at the SBC Midwest Region level.

1.2 Results for DS1 circuits will be reported monthly. Results for other services will be reported quarterly.

1.3 Performance results for individual carriers purchasing special access services will continue to be reported in the manner they were provided to those carriers prior to the inception of this plan, subject to agreed-upon modifications on a business to business basis in normal monthly data and informational exchanges.

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2.0. SBC Illinois will provide automatic credits to customers on a per-occurrence basis as defined in its intrastate access tariffs and set forth below.

2.1. Service credits for maintenance would begin after 30 minutes of outage. An outage greater than 30 minutes but less than 4 hours would receive a credit based upon a formula equal to that stated in FCC Tariff No.2 and Illinois CC Tariff Number 21. Outages equal to or greater than 4 hours would receive a flat rated credit (different by product) as listed in the FCC Tariff No. 2 and Illinois CC Tariff Number 21. FCC Tariff No. 2 and Illinois CC Tariff Number 21, Section 2.4.4., cover the exact credits issued by service type by time frame.

2.2. To help ensure On-Time Delivery, SBC Illinois will provide automatic credits as described in FCC Tariff No. 2 and Illinois CC Tariff Number 21, Section 7.4.15.

3.0 The performance reports described in Section 1 above will be provided to the Commission within one month of the end of the month or quarter for which results are provided. When SBC Illinois' performance creates an obligation to issue credits to a customer under the terms set forth herein and in Illinois CC Tariff Number 21, SBC Illinois shall issue such credit in the required amount on or before the last business day of the month following the due date of the performance measurement report for the month in which the obligation arose (e.g., if SBC Illinois' performance through March is such that SBC Illinois is to issue a credit to a customer for March performance, that credit will be due the last business day of May, the last business day of the month following the month (April) in which results were posted).

4.0 SBC Illinois will not levy a separate charge for provision of the data called for under this document. Upon customer request, copies of the standard reports of the 5 key metrics described above will be provided to individual customers. This can either be handled via normal monthly business to business exchanges or upon request after the end of the month following the last reporting month. SBC Illinois will transmit the data within 30 days of a request or sooner if possible. Customers receiving such reports agree that such reports will be deemed Proprietary Information.

5.0 SBC Illinois' agreement to implement this plan, and specifically its agreement to pay any credits hereunder and under Illinois CC Tariff Number 21, will not be considered as an admission against interest or an admission of liability in any legal, regulatory, or other proceeding relating to the same performance. SBC Illinois and participating customers agree that customers may not use: (1) the existence of this

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plan; or (2) SBC Illinois' payment of credits as evidence that SBC Illinois has discriminated in the provision of any facilities or services, or has violated any state or federal law or regulation. SBC Illinois' conduct underlying its performance measures, and the performance data provided under the performance measures, however, are not made inadmissible by these terms. Any customer accepting this plan agrees that SBC Illinois' performance with respect to this remedy plan may not be used as an admission of liability or culpability for a violation of any state or federal law or regulation. Further, any credits paid by SBC Illinois under these provisions are not hereby made inadmissible in any proceeding relating to the same conduct where SBC Illinois seeks to offset the payment against any other damages a customer might recover. Whether or not the nature of damages sought by the customer is such that an offset is appropriate will be determined in the related proceeding.

- 6.0 SBC Illinois will participate in annual reviews of performance measurements as requested by the Illinois Commerce Commission. Any changes to existing performance measures and this remedy plan shall be by mutual agreement of the participants and approval of the Commission. Should disputes occur regarding changes, additions and/or deletions to the performance measurements, the dispute shall be referred to the Commission for resolution. The current measurements and benchmarks will be in effect until modified hereunder through this review process.
- 7.0 An independent audit of a statistically valid sample of orders and tickets that make up the reported data is to be conducted within one year of the inception of this plan, and every two years thereafter. Audit procedures are to be as determined between SBC Illinois personnel and Commission staff. SBC Illinois will retain for three years the original source data used to calculate the performance measurement results in its original form.